

EXHIBIT A

MATERIALS TRANSFER AGREEMENT

This Material Transfer Agreement (this "Agreement") is made as of November 16, 2016 ("Effective Date") by and between Sunomix Therapeutics, Inc. ("Sunomix"), located at 3525 Del Mar Heights, Suite 1037, San Diego, CA 92130, Alpha-O Peptides located at Lörracherstrasse 50, 4125 Riehen, Switzerland and The Regents of the University of California, on behalf of its Irvine campus, a California Constitutional Corporation, located at 5141 California Ave., Suite 200, Irvine, CA 92697-7700 ("Recipient") on behalf of its researcher, Dr. Lbachir Benmohamed ("Recipient Scientist").

WHEREAS, Sunomix and Alpha-O Peptides possesses certain material or materials described on **Schedule 1** hereto (hereinafter the "Material"); and

WHEREAS, Alpha-O Peptides AG ("Alpha-O"), a Swiss Company, owns the Material and is working together with Sunomix to produce the Material that will be transfer to the recipient to be able to generate a preliminary data for the SBIR grant; and

WHEREAS, Recipient desires to obtain from Sunomix and Alpha-O Peptides such Material for the purposes of conducting the project described on **Schedule 2** hereto (hereinafter the "Project"); and

WHEREAS, Sunomix and Alpha-O are willing to make available to Recipient the Material for use in connection with the Project, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Use. Recipient agrees that the Material (i) shall be used solely in connection with the Project and in accordance with **Schedule 2** hereto; (ii) are provided solely for investigational use in laboratory animals and/or in vitro studies but shall not be used in humans; (iii) shall not be used for commercial purposes; and (iv) except as allowed in the project, shall not be (or caused to be) modified, changed, derivatized. The term of this Agreement, which is the actual length of time during which Materials may be used, shall expire one (1) year from the Effective Date of this Agreement. Recipient will not perform any study, research or analysis, other than the Project, without the prior written consent of Sunomix and Alpha-O Peptides .

Section 2. Distribution and Control. Recipient agrees not to transfer or distribute the Material to any third party without the prior written permission of Sunomix and Alpha-O Peptides. In addition, Recipient shall allow only employees and agents under its direct control and supervision to have access to the Material. The Material shall be used only at Recipient's facilities under the direction of the Recipient Scientist. Recipient shall be free to publish the results of the Project; Recipient agrees to notify Sunomix and Alpha-O Peptides at least 30 days prior to publication. In the event that Sunomix and Alpha-O Peptides identifies any patentable subject matter contained within the publication, Sunomix

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and Alpha-O Peptides can delay publication for an additional 30 days to elect to request that Recipient file for patent protection contained within the publication at Sunomix's and Alpha-O Peptides's expense.

Section 3. Reports. Upon completion of the Project or Sunomix's and Alpha-O Peptides request, Recipient shall furnish a written report to Sunomix and Alpha-O Peptides describing the information, data and results generated by Recipient during the course of the Project (the "Data") and the status of the Project. Subject to Paragraph 10, Sunomix and Alpha-O Peptides shall have the right to use the Data and reports resulting from the Project for any purpose whatsoever.

Section 4. Ownership. All rights and title to any patentable inventions, developments, discoveries) conceived and reduced to practice in the direct performance of the Project, that necessarily incorporates the Material (collectively "Developments"), solely by Recipient or one or more Recipient employees, consultants or agents will belong to Recipient. To the extent legally able to do so, Recipient shall grant Sunomix and Alpha-O Peptides a non-exclusive royalty free license to the Developments for Sunomix's and Alpha-O Peptides internal research purposes. Sunomix and Alpha-O Peptides shall have six (6) months from the date of disclosure of the Developments by Recipient to Sunomix to negotiate an exclusive license to the Developments. Recipient will provide to Sunomix and Alpha-O Peptides a copy of all Developments arising from the Project promptly after creation.

Section 5. Confidentiality. Recipient will not, either during or for a period of three (3) years after the term of this Agreement, disclose to any third person or use any Confidential Information of Sunomix and Alpha-O Peptides or its collaborators for any purpose other than the performance of the Project, without the prior written authorization of Sunomix and Alpha-O Peptides. This obligation shall not apply to information that is (i) in the public domain through no fault of Recipient, (ii) independently developed without use or incorporation of Confidential Information, (iii) was known to Recipient prior to disclosure, (iv) is rightfully received from a third party, or (v) required to be disclosed by law, governmental rule, or regulation or order court with competent jurisdiction. For purposes of this Section 5, "Confidential Information" means all confidential or proprietary information provided by Sunomix and Alpha-O Peptides to Recipient that Sunomix and Alpha-O Peptides discloses to Recipient under this Agreement that is marked or described as confidential. If Recipient is requested or required (by oral questions, interrogatories, requests for information of documents, subpoena, civil investigation demand or similar process) to disclose any Confidential Information, Recipient will provide prompt notice to Sunomix and Alpha-O Peptides of such request, in advance of any such disclosure.

Section 6. No License. No license or other right is granted under this Agreement by either party to the other either expressly or by implication, except for Recipient's right to use the Materials for purposes of the Project during the term of this Agreement.

Section 7. Return of Materials. Recipient shall return to Sunomix and Alpha-O Peptides the Material and Confidential Information upon the request of Sunomix and

Alpha-O Peptides. In addition, if Recipient is not using and does not intend to use the Material, the Material shall be promptly returned to Sunomix.

Section 8. Compliance with Law. Recipient agrees to comply with all laws, rules and regulations applicable to the use of the Material. Recipient acknowledges that the Materials must be used with caution and prudence.

Section 9. No Warranty. Recipient acknowledges that the Materials are experimental in nature. SUNOMIX MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS OR THE USE THEREOF. SUNOMIX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. SUNOMIX MAKES NO REPRESENTATION THAT THE USE OF THE MATERIALS OR INFORMATION WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHT OF ANY OTHER PERSON.

Section 10. Liability. In no event shall Sunomix and Alpha-O Peptides be liable for any use of the Materials by Recipient. To the extent legally able, Recipient agrees to defend, indemnify and hold Sunomix, Alpha-O Peptides and its directors, officers, employees and agents harmless from any loss, claim, damage, expense or liability which may arise from the use, handling or storage of the Material, but only in proportion to and to the extent caused by Recipient's negligence or willful misconduct.

Section 11. No Agency Relationship. Nothing in this Agreement is intended to or shall be construed to establish a relationship of principal and agent between the parties hereto.

Section 12. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of California, without regard to its conflicts of law principles.

Section 13. Assignment. This Agreement may not be assigned by Recipient without the prior written permission of Sunomix and Alpha-O Peptides.

Section 14. Counterparts. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, bear the signatures of both parties. Each counterpart shall be deemed an original as against any party whose signature appears thereon, but all counterparts hereof shall constitute but one and the same instrument.


Section 15. Miscellaneous. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and shall supersede all previous communications, representations, understandings and agreements, whether oral or written, by or between the parties with respect to the subject matter hereof. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions


herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties. A breach of any of the promises or agreements contained herein may result in irreparable and continuing damage to Sunomix and Alpha-O Peptides for which there may be no adequate remedy at law, and Sunomix and Alpha-O Peptides shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper.

IN WITNESS THEREOF, Alpha-O, Sunomix and Recipient have caused this Agreement to be executed in duplicate by their respective authorized representatives.

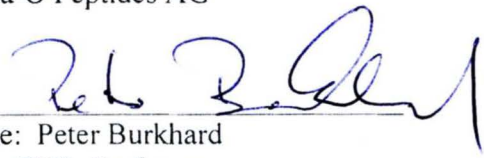
Sunomix Therapeutics

The Regents of the University of California,
on behalf of its Irvine campus

By: 
Name: Mohammed Bouziane
Title: CEO
Date: 11/16/16

By: 
Name: Kevin Kennan
Title: Associate Director
Date: 11/16/2016

Alpha-O Peptides AG

By: 
Name: Peter Burkhard
Title: CEO, Professor
Date:

SCHEDULE 1

Description of Materials

Sunomix will provide a “self-assembled delivery particles” technology.

SCHEDULE 2

Description of Project

We will use 2 prototype mouse CD4 and CD8 epitopes loaded in their "self-assembled delivery particles". We will then perform a pilot vaccine experiment with a small number of mice (10 mice) to make sure their "self-assembled delivery particles" works by protecting from herpes infection (i.e. HSV-1 and HSV-2) .